



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 A63309 WSCA 4
EFFECTIVE BEGIN DATE: 01-01-2005
EXPIRATION DATE: 08-31-2007
PAGE: 1 of 5

BUYER :

FOB

PAYMENT TERMS (%):

DAYS:

VENDOR:

**Hewlett Packard Co
Hp/Compaq
PO Box 277205
Atlanta, GA 30384-7205
USA**

VENDOR CONTACT:

LORI ARRIOLA
PHONE: 515-226-0155
EMAIL: lori.arriola@hp.com
VENDOR #: 94108143600

EXT:

DESCRIPTION OF ITEMS CONTRACTED

COMPUTERS, ACCESSORIES WSCA NASPO vol price agreement
This MA replaces CT90-00151.

State Agency to select Special Instructions Tabö that corresponds to the re-seller which should receive credit for the sale. If no re-seller is involved, choose #HP85, "No Preference". See also attached.

Reference WSCA/NASPO site:
<http://www.mmd.admin.state.mn.us/wsca/A63309%20HP%20Master%20Price%20Agreement.htm>

Product Information or Quotes:
For Printer Products Call: Katy Kaufman (Katy.Kaufman@hp.com) at 1-800-950-4784, ext. 70108
For All other Products Call: Aaron Benis (Aaron.Benis@hp.com) at 1-888-202-4682, ext. 70105

Account Managers:
For Printing Products Contract: Marc S. Potrzeboski 800/477-6111, x 45606; Email: Marc.Potrzeboski@hp.com

For all other products: Lori Arriola - State & Local Government and education: 515-226-0155; Email: Lori.Arriola@hp.com

See attached for additional contact info.

Ordering Process:
All POs to be made out to Hp as listed below. Fax to 1-800-825-2329 or place on the extranet site www.hp.com/buy/iowa

Ordering Address:
Hewlett Packard Company
10810 Farnam Drive



Omaha, NE 68154
Ordering Fax: 1.800.825.2329

Remittance Address:
Hewlett Packard
13207 Collections Center Drive
Chicago, Illinois 60693

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RENEWAL PERIODS

FROM 09-01-2007 TO 08-31-2008
FROM 09-01-2008 TO 08-31-2009

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL
SUB Political Sub-divisions

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		204	\$0.000000
				\$0.000000
			COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS	
			Agency to Fax PO to Hp at:	
			800-825-2329.	
2	0.00000		206	\$0.000000
				\$0.000000
			COMPUTER HARDWARE AND PERIPHERALS FOR MINI AND MAIN FRAME CO	
			Agency to Fax PO to Hp at:	
			800-825-2329.	
3	0.00000		207	\$0.000000
				\$0.000000
			COMPUTER ACCESSORIES AND SUPPLIES	
			Agency to Fax PO to Hp at:	
			800-825-2329.	
4	0.00000		91828	\$0.000000
				\$0.000000
			Computer Hardware Consulting	
			Agency to Fax PO to Hp at:	
			800-825-2329.	



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N30

NET 30 DAYS

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES WSCA/NASPO MASTER PRICE AGREEMENT

with

HEWLETT PACKARD COMPANY
Contract Number A63309

State of Iowa

1. Scope

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with tax dollars, are eligible purchasers and authorized to purchase products and services under the terms of this price agreement.

2. Changes:

- A. Without affecting the approved product prices or discounts specified in the WSCA/NASPO Master Price Agreement, the Contractor shall provide to the State of Iowa a 1.00% rebate on all sales made within the State of Iowa against this agreement. The rebate is to be paid quarterly to The Iowa Department of Administrative Services, General Services Enterprise – Purchasing, Hoover State Office Building, Level A, Des Moines, IA 50319.
- B. The Contractor shall provide an electronic detailed quarterly report on all sales made against this agreement within the State of Iowa to the State's primary contract below. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, product description, quantity, invoice number, unit and extended invoice prices.
- C. Contractor's stated prices on the Contractor's approved State of Iowa WSCA/NASPO e-Store web site shall be discounted using the discounts and price lists approved and agreed to with WSCA/NASPO under the Master Price Agreement. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

3. Primary Contacts:

The primary participating entity contact for this participating addendum is as follows:

Ashley Super, Purchasing Agent III
Iowa Department of Administrative Services,
General Services Enterprise
Hoover State Office Building, Level A
Des Moines, IA 50319
Ph: 515-281-7073
Fax: 515-242-5922
Email: Ashley.super@iowa.gov

The primary Contractor contact for this participating addendum is as follows:

Debra Lee, Public Sector Contract Manager
Hewlett Packard Company
442 Swan Blvd., Deerfield, IL 60015
Ph: 847.537.0344
Fax: 281.927.5213
Email: debra.lee@hp.com

4. Servicing Subcontractors:

Only those Iowa HP Authorized resellers (Certified Education Partners and State and Local Government Influencers) and service providers as listed on the HP/Iowa website www.hp.com/buy/iowa are eligible to support the Price Agreement under HP's Influencer Program (Reseller Agent) or Service Provider Program, as approved by the Participating Entity.

Orders and payments are to be handled by HP directly.

THE MASTER PRICE AGREEMENT NUMBER A63309 MUST BE SHOWN ON ALL PURCHASE ORDERS ISSUED AGAINST THIS AGREEMENT.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by the State of Iowa below.

State of Iowa

by: Debbie O'Leary

Name: Debbie O'Leary

Title: ADMINISTRATOR, DAS GSE

Date: 12.06., 2004

Hewlett Packard Company. Contractor

by: Debra Lee

Name: Debra Lee

Title: Public Sector Contract Mgr

Date: 11/30/2004

Instr Code #	Instruction Name	Details
HP1	HP - Access Sys	Credit Sale to: Access Systems, 803 Main Street Adel IA 50003 Ph 515-993-3193 Fax 515-993-2044; Agency to Fax PO to Hp at: 800-825-2329
HP2	HP - Adv Comp Eng	Credit Sale to: Advanced Comp Eng, 229 E Park Ave Waterloo IA 50703 Ph 319-233-5372 Fax 319-287-3115; Agency to Fax PO to Hp at: 800-825-2329
HP3	HP - Adv Network Tech	Credit Sale to: Advanced Network Technologies, 1326 Walnut St Des Moines Ia 50309 Phone 515-244-7880 Fax 515-244-2997
HP4	HP - Advanced Systems	Credit Sale to: Advanced Sys, 2945 Airport Blvd Waterloo IA 50703 Ph 319-232-6621 Fax 319-232-6624; Agency to Fax PO to Hp at: 800-825-2329
HP5	HP - Adv Tech Group	Credit Sale to: Advanced Tech Group, 1601-48th St, Ste 220 West Des Moines IA 50266 Ph 515-221-9344 Fax 515-221-1266; Agency to Fax PO to Hp at: 800-825-2329
HP6	HP - ANE Comp Serv	Credit Sale to: ANE Computer Services, 5955 Merle Hay Rd, Ste B Johnston IA 50131 Ph 515-331-1715 Fax 515-331-3272; Agency to Fax PO to Hp at: 800-825-2329
HP7	HP - Apex Sys	Credit Sale to: Apex Sys, 5335 Merle Hay Rd, Ste 3 Johnston IA 50131 Ph 515-252-0323 Fax 515-252-0323; Agency to Fax PO to Hp at: 800-825-2329
HP8	HP - ACS	Credit Sale to: Assoc Comp Sys, 3737 Woodland Avem Ste 315, W. Des Moines IA 50266 Ph 515-223-0078 Fax 515-223-7219; Agency to Fax PO to Hp at: 800-825-2329
HP9	HP - Beacon Micro, Ames	Credit Sale to: Beacon Microcenter, 213 Lincoln Way Ames IA 50010 Ph 515-233-4807 Fax 515-233-2273; Agency to Fax PO to Hp at: 800-825-2329
HP10	HP - Beacon Micro,W DSM	Credit Sale to: Beacon Microcenter, 2700 University S, Ste 202 W. Des Moines IA 50266 Ph 515-223-5010 Fax 515-224-1801; Agency to Fax PO to Hp at: 800-825-2329
HP11	HP - BNS Network Sol	Credit Sale to: BNS Network Sol, 808-1st St E Altoona IA 50009 Ph 515-967-7544 Fax 515-255-8875; Agency to Fax PO to Hp at: 800-825-2329
HP12	HP - Bus Machines, Burl	Credit Sale to: Business Mach of Burlington, 129 Cottonwood Crt Burlington IA 52601 Ph 319-752-8699 Fax 319-753-2029; Agency to Fax PO to Hp at: 800-825-2329
HP13	HP - Butterfield Asso	Credit Sale to: Butterfield & Assoc, 3475 Jersey Ridge Rd Davenport IA 52807 Ph 319-369-6776 Fax 319-359-0966; Agency to Fax PO to Hp at: 800-825-2329
HP14	HP - Century Sys	Credit Sale to: Century Sys, 8033 University Av, Ste C Des Moines IA 50325 Ph 515-223-8088 Fax 515-223-0449; Agency to Fax PO to Hp at: 800-825-2329
HP15	HP - CES Computers	Credit Sale to: CES Computers, 120 Bryant St Dubuque IA 52003 Ph 319-588-9020 Fax 319-588-9272; Agency to Fax PO to Hp at: 800-825-2329
HP16	HP - CISCO	Credit Sale to: CISCO, 1501-42nd St, Ste 210 Des Moines IA 50311 Ph 515-225-9015-Fax 515-225-9871; Agency to Fax PO to Hp at: 800-825-2329
HP17	HP - Citation Sys	Credit Sale to: Citation Sys Group, 311-3rd St Se, Ste 200 Cedar Rapids Ia 52401 Phone 319-286-1707-Fax 319-286-1767
HP18	HP - Color Convert	Credit Sale to: Color Converting Ind, 3535 Sw 56th Des Moines IA 50321 Ph 515-471-2100 Fax 515-471-2201; Agency to Fax PO to Hp at: 800-825-2329
HP19	HP - Combined Sys Tech	Credit Sale to: Combined Sys Tech, 2165 Nw 108th St, Ste D Des Moines IA 50325 Ph 515-270-5300 Fax 515-254-0500; Agency to Fax PO to Hp at: 800-825-2329

Instr Code #	Instruction Name	Details
HP20	HP - CEC	Credit Sale to: Communications Eng Co, 1850 Boyson Rd Hiawatha IA 52233 Ph 800-795-2630 - Fax 319-338-8552; Agency to Fax PO to Hp at: 800-825-2329
HP21	HP - Compucom Sys, CR	Credit Sale to: Compucom Sys, 162 Collins Rd NE Cedar Rapids IA 52402-3229 Ph 888-737-6333; Agency to Fax PO to Hp at: 800-825-2329
HP22	HP - Compucom, Urbandale	Credit Sale to: Compucom Sys, 8657 Douglas Av, Ste 302 Urbandale IA 50322 Ph 515-254-1900 Fax 972-856-1035; Agency to Fax PO to Hp at: 800-825-2329
HP23	HP - Computer Doctors	Credit Sale to: Computer Doctors, 1763 Central Av Dubuque IA 52001 Ph 319-582-9331-Fax 319-582-2451; Agency to Fax PO to Hp at: 800-825-2329
HP24	HP - Computer Mgmt Serv	Credit Sale to: Computer Mgmt Serv, 2730 Ford St Ames IA 50010 Ph 515-232-6023 Fax 515-233-4430; Agency to Fax PO to Hp at: 800-825-2329
HP25	HP - Computer Sol, IA City	Credit Sale to: Computer Sol, 327 Kirkwood Av Iowa City IA 52240 Ph 319-351-7549 Fax 319-351-5819; Agency to Fax PO to Hp at: 800-825-2329
HP26	HP - Computer Support Sys	Credit Sale to: Computer Support Sys., 10202 Douglas Av Des Moines IA 50322 Ph 515-276-8826 Fax 515-276-8779; Agency to Fax PO to Hp at: 800-825-2329
HP27	HP - Midland Comp, DSM	Credit Sale To: Midland Computers, 611 E 2nd Des Moines Ia 50309 Ph 515-243-3400 Fax 515-243-2335; Agency to Fax PO to Hp at: 800-825-2329 and copy to Midland (Hp Outlet Number 0010520005).
HP28	HP - Computrland,Dubuque	Credit Sale to: Computerland, 880 Locust St, Ste 108 Dubuque IA 52001 Ph 319-556-6515 Fax 319-556-6972; Agency to Fax PO to Hp at: 800-825-2329
HP29	HP - Computrland,Ottumwa	Credit Sale to: Computerland, 601 W 2nd St Ottumwa IA 52501 Ph 515-682-5468 Fax 515-682-5014; Agency to Fax PO to Hp at: 800-825-2329
HP30	HP - Midland,Sioux City	Credit Sale to: Midland Computer, 4721 Southern Hills Dr Sioux City IA 51106 Ph 712-274-2861 Fax 712-274-7293; Agency to Fax PO to Hp at: 800-825-2329
HP31	HP - Convergent Comm	Credit Sale to: Convergent Comm Serv., 11191 Aurora Av Urbandale IA 50322 Ph 515-334-5700 Fax 515-334-5757; Agency to Fax PO to Hp at: 800-825-2329
HP32	HP - Database Comp Group	Credit Sale to: Database Comp Group, 1710 Guthrie, Ste J Des Moines IA 50316 Ph 515-564-0150 Fax 515-564-0152; Agency to Fax PO to Hp at: 800-825-2329
HP33	HP - Data Bus Equip	Credit Sale to: Data Business Equip., 10513 Buena Vista Ct Des Moines IA 50322 Ph 515-254-1122 Fax 515-254-0299; Agency to Fax PO to Hp at: 800-825-2329
HP34	HP - DCS Comp Serv	Credit Sale to: DCS Computer Serv., 1033 West 35th St Davenport IA 52806 Ph 319-388-9111 Fax 319-388-8026; Agency to Fax PO to Hp at: 800-825-2329
HP35	HP - Dp Solutions	Credit Sale to: Dp Sol, 110 S Madison St Bloomfield IA 52537 Ph 515-664-2904 Fax 515-664-2918; Agency to Fax PO to Hp at: 800-825-2329
HP36	HP - Encompass IA	Credit Sale to: Encompass IA, 1229-1st Ave SE Cedar Rapids IA 52402 Ph 319-862-0221 Fax 360-397-1530; Agency to Fax PO to Hp at: 800-825-2329
HP37	HP - Entre Info Sys	Credit Sale to: Entre Info Sys., 1850 Boyson Rd Hiawatha IA 52233 Ph 319-294-9000 Fax 319-395-6096; Agency to Fax PO to Hp at: 800-825-2329
HP38	HP - Erbs Bus Mach	Credit Sale to: Erbs Business Mach, 4935 Bowling St SW Cedar Rapids IA 52404 Ph 319-364-5159 Fax 319-364-2738; Agency to Fax PO to Hp at: 800-825-2329

Instr Code #	Instruction Name	Details
HP39	HP - Etech Comp Outfitters	Credit Sale to: Etech Comp Outfitters, 526 W 2nd St Davenport IA 52801 Ph 319-322-1952 Fax 319-322-8069; Agency to Fax PO to Hp at: 800-825-2329
HP40	HP - GE Capital	Credit Sale to: GE Capitol Info Tech Solutions, 11180 Aurora Ave, Bldg 7 Des Moines Ia 50322 Phone 515-270-9300 Fax 515-270-9156
HP41	HP - Grafik Sol	Credit Sale to: Grafik Solutions, 1781 Fox Ridge Rd Pella IA 50219 Ph 641-627-5464 Fax 641-627-5464; Agency to Fax PO to Hp at: 800-825-2329
HP42	HP - Grinnell Infosys	Credit Sale to: Grinnell InfoSys, 4215 Highway 146 S Grinnell IA 50112 Ph 515-236-6121 Fax 888-213-1832; Agency to Fax PO to Hp at: 800-825-2329
HP43	HP - Ins of IA,MSI,Bettendorf	Credit Sale to: Ins of Iowa, a MSI Co, 2550 Middle Rd, Ste 202 Bettendorf IA 52722 Ph 319-445-2341 Fax 319-359-3850; Agency to Fax PO to Hp at: 800-825-2329
HP44	HP - Ins of IA,MSI,CR	Credit Sale to: Ins of Iowa, a MSI Co, 5815 Council St NE Cedar Rapids IA 52402 Ph 319-294-6819 Fax 319-393-7390; Agency to Fax PO to Hp at: 800-825-2329
HP45	HP - IA Bus Mach	Credit Sale to: Iowa Business Mach, 1009 Decathlon Dr Waterloo IA 50701 Ph 319-235-0346 Fax 319-233-3847; Agency to Fax PO to Hp at: 800-825-2329
HP46	HP - Iowa Computer	Credit Sale to: Iowa Comp, 200 W Lowe Ave Fairfield IA 52556 Ph 515-472-6678 Fax 515-469-3231; Agency to Fax PO to Hp at: 800-825-2329
HP47	HP - Iowa Electronics	Credit Sale to: Iowa Electronics, 260-33rd Ave SW Cedar Rapids IA 52404 Ph 319-362-2448 Fax 319-362-2735; Agency to Fax PO to Hp at: 800-825-2329
HP48	HP - J & S Elec Bus Sys	Credit Sale to: J&S Electronic Business Sys., 878 Jefferson St Burlington IA 52601 Ph 319-752-5603 Fax 319-752-0537; Agency to Fax PO to Hp at: 800-825-2329
HP49	HP - Keltech Info Sys	Credit Sale to: Keltech Info Sys., 1450 Boyson Rd Hiawatha Ia 52233 Phone 319-395-7600 Fax 319-395-0323; Agency to Fax PO to Hp at: 800-825-2329
HP50	HP - Lantech	Credit Sale to: Lantech, 2117 State St, Ste 150 Bettendorf Ia 52722-5030 Phone 319-355-2130 Fax 319-355-2215; Agency to Fax PO to Hp at: 800-825-2329
HP51	HP - Mason City Bus Sys	Credit Sale to: Mason City Business Sys., 123-1st St Se Mason City Ia 50401 Phone 515-424-1935 Fax 515-424-9496; Agency to Fax PO to Hp at: 800-825-2329
HP52	HP - Meyers	Credit Sale to: Meyers Connecting Pt Comp Center, 322 East Main St Ottumwa IA 52501 Ph 515-683-1636 Fax 515-684-4371; Agency to Fax PO to Hp at: 800-825-2329
HP53	HP - Net Smart Inc	Credit Sale to: NetSmart, 3350 Center Grove Dr, Unit 1 Dubuque Ia 52003 Ph 319-582-2655 Fax 319-582-2886; Agency to Fax PO to Hp at: 800-825-2329
HP54	HP - Networking Serv	Credit Sale to: Networking Serv, 1620 E Av NE Cedar Rapids IA 52402 Ph 515-298-1042 Fax 319-298-1073; Agency to Fax PO to Hp at: 800-825-2329
HP55	HP - N IA Computer Ex	Credit Sale to: North Iowa Comp Exchange, 18144 Yarrow Av Nora Springs IA 50458 Ph 515-749-5395 Fax 515-749-5395; Agency to Fax PO to Hp at: 800-825-2329
HP56	HP - Northland Comp	Credit Sale to: Northland Computer Sys, 1504 US Hwy 169N Algona IA 50511 Ph 515-295-5900 Fax 515-295-5907; Agency to Fax PO to Hp at: 800-825-2329
HP57	HP - Open Tech	Credit Sale to: Open Tech, 6200 Aurora Ave, Ste 606 W Des Moines IA 50322 Ph 515-251-8282 Fax 515-251-8285; Agency to Fax PO to Hp at: 800-825-2329

Instr Code #	Instruction Name	Details
HP58	HP - Partners In Comp	Credit Sale to: Partners in Computing, 300 W Broadway, Ste 105 Council Bluffs IA 51503 Ph 712-328-3233 Fax 712-325-9223; Agency to Fax PO to Hp at: 800-825-2329
HP59	HP - Peripheral Sol	Credit Sale to: Peripheral Sol, 3000 Justin Dr, Ste G Des Moines IA 50322 Ph 515-270-5888 Fax 515-270-5899; Agency to Fax PO to Hp at: 800-825-2329
HP60	HP - Piper Terrill	Credit Sale to: Piper Terrill Corp., 510 Sw Oak Ln Ankeny Ia 50021 Phone 515-964-4117 Fax 515-964-4117; Agency to Fax PO to Hp at: 800-825-2329
HP61	HP - Pomeroy Comp Res	Credit Sale To Pomeroy Computer Res 4459 121st St, Urbandale, IA 50323 Ph: 515-241-3023 Fax 515-241-3037; Agency to Fax PO to Hp at: 800-825-2329
HP62	HP - Press & Assoc	Credit Sale to: Press & Assoc., 4374 State St Bettendorf Ia 52722 Phone 319-344-4770 Fax 319-344-4780; Agency to Fax PO to Hp at: 800-825-2329
HP63	HP - R & D Ind	Credit Sale to: R&D Industries, 812-10th St Milford Ia 51351 Phone 712-338-2999 Fax 712-338-2990; Agency to Fax PO to Hp at: 800-825-2329
HP64	HP - R K Dixon Co	Credit Sale to: RK Dixon Co., 5700 Utica Ridge Rd Davenport Ia 52807-2943 Phone 319-344-9100 Fax 319-355-9928; Agency to Fax PO to Hp at: 800-825-2329
HP65	HP - River Basin Elec	Credit Sale to: River Basin Electronics, 2305 Meekers Landing Rd Oakville IA 52646 Ph 319-937-6300 Fax 319-937-6300; Agency to Fax PO to Hp at: 800-825-2329
HP66	HP - RSM McGladrey	Credit Sale to: RSM McGladery, 221-3rd Ave Se, Ste 300 Cedar Rapids IA 52401 Ph 319-366-2791 Fax 319-366-6970; Agency to Fax PO to Hp at: 800-825-2329
HP67	HP - Shelton Tech	Credit Sale to: Shelton Tech, 1420 Stamy Rd Hiawatha IA 52233-1288 Ph 319-398-9898 Fax 319-294-0123; Agency to Fax PO to Hp at: 800-825-2329
HP68	HP - Signature Tech	Credit Sale to: Signature Tech, 1120 Mulberry, Ste 200 Des Moines IA 50309 Ph 515-279-5000 Fax 515-280-9449; Agency to Fax PO to Hp at: 800-825-2329
HP69	HP - Silicon Plains Tech	Credit Sale to: Silicon Plains Tech, 1441-29th St, Ste 200 West Des Moines IA 50266 Ph 515-225-8700 Fax 515-225-8787; Agency to Fax PO to Hp at: 800-825-2329
HP70	HP - Software Sol	Credit Sale to: Software Sol, 1501-42nd St, Ste 320 W Des Moines Ia 50266 Ph 515-221-9922 Fax 515-221-0868; Agency to Fax PO to Hp at: 800-825-2329
HP71	HP - Sorensens Comp	Credit Sale to: Sorensens Computer Connection, 653 Oak Rd Harlan IA 51537 Ph 712-744-3619 Fax 712-744-3295; Agency to Fax PO to Hp at: 800-825-2329
HP72	HP - Strategic Learning Tech	Credit Sale to: Strategic Learning Tech, 1355 Sherman Rd, Ste F Hiawatha IA 52233 Ph 319-393-8404 Fax 319-393-0232; Agency to Fax PO to Hp at: 800-825-2329
HP73	HP - Team Tech	Credit Sale to: Team Technologies, 1025 Technology Pkwy Cedar Falls Ia 50613 Phone 319-266-1700 Fax 319-266-9385; Agency to Fax PO to Hp at: 800-825-2329
HP74	HP - Technisource,CR	Credit Sale to: Technisource, 4800 N River Blvd NE, Ste 200 Cedar Rapids Ia 52411 Ph 800-940-1111 Fax 954-928-1300; Agency to Fax PO to Hp at: 800-825-2329
HP75	HP - Technisource,CR	Credit Sale to: Technisource, 5270 North Park Place NE, Ste 201 Cedar Rapids Ia 52402 Ph 800-940-1111 Fax 954-928-1300; Agency to Fax PO to Hp at: 800-825-2329
HP76	HP - Technisource,W DSM	Credit Sale to: Technisource, 7131 Vista Dr Augusta Bldg W Des Moines Ia 50266 Ph 800-940-1111 Fax 954-928-1300; Agency to Fax PO to Hp at: 800-825-2329

Instr Code #	Instruction Name	Details
HP77	HP - Todays Computers	Credit Sale to: Todays Comp Business Cntr, 621 Ave G, Box 307 Fort Madison IA 52627 Ph 319-372-2721 Fax 319-372-2740; Agency to Fax PO to Hp at: 800-825-2329
HP78	HP - Tristar Tech	Credit Sale to: Tristar Tech, 703 Douglas St Sioux City Ia 51101 Ph 712-255-1775 Fax 712-255-1477; Agency to Fax PO to Hp at: 800-825-2329
HP79	HP - Valcom Bus Ctr	Credit Sale to: Valcom Business Cntr, 1200-3rd Ave Sw Fort Dodge Ia 50501 Ph 515-576-1889 Fax 515-576-1889; Agency to Fax PO to Hp at: 800-825-2329
HP80	HP - Valcom Comp	Credit Sale to: Valcom Computer Center, 5327 Carey Ave Davenport Ia 528071 Phone 319-386-3949 Fax 319-386-3953; Agency to Fax PO to Hp at: 800-825-2329
HP81	HP - Warren Comp	Credit Sale to: Warren Computer Center, 926 Laporte Rd Waterloo Ia 50702 Phone 319-232-9504 Fax 319-232-8903; Agency to Fax PO to Hp at: 800-825-2329
HP82	HP - Werner Malone Comp	Credit Sale to: Werner Malone Computer Solutions, 110 Main St Ames Ia 50010-6360 Phone 515-292-5160; Agency to Fax PO to Hp at: 800-825-2329
HP83	HP - Xerox Xlconnect	Credit Sale to: XeroxXlconnect, 3390 Utica Ridge Rd Bettendorf Ia 52722 Phone 319-359-5477 Fax 319-359-3610; Agency to Fax PO to Hp at: 800-825-2329
HP84	HP - You2	Credit Sale to: You2, 1635 Associates Dr, Platinum Plaza Dubuque Ia 52002 Ph 319-557-8442 Fax 319-557-9180; Agency to Fax PO to Hp at: 800-825-2329
HP85	HP - No Preference	Agency to Fax PO to Hp at: 800-825-2329. No Preference on Re-Seller.
HP86	HP - CDW Gov	Credit Sale to: CDW-G, 75 Remittance Dr, Ste 1515 Chicago Il 60675 Ph 847-968-9387 Fax 847-968-1387; Agency to Fax PO to Hp at: 800-825-2329
HP87	HP - Vital Support Sys	Credit Sale To: Vital Support 11191 Aurora Ave Urbandale IA 50322 Ph 515-334-5765 Fax 515-334-5757; Agency to Fax PO to Hp at: 800-825-2329 & copy Vital.
HP88	HP - Omni Tech Corp	Credit Sale to: Omni Tech Corp, 1501 42nd St, Suite 293 W Des Moines, IA 50266 Ph 515-440-6140 Fax 515-440-6145; Agency to Fax PO to Hp at: 800-825-2329
HP89	HP - Insight	Credit Sale to: Insight, 6820 S Harl Ave Tempe, Az 85283 Ph 800-467-4448 Fax 480-760-9060 Agency to Fax PO to Hp at: 800-825-2329.



Manufacturer Name: Hewlett Packard Company ("HP")
FEIN # 94-1081436
WSCA Contract State of Iowa #A63309-IA

Product Information or Quotes:

To obtain a **quote or product information** you can either **contact one of the local authorized HP Reseller** (otherwise referred to as Agent) listed on the extranet site **or contact one of HP's Inside Team Members** by calling the toll free number below and hit "1" to enter your rep's extension below. If your assigned representative is not available, hit "0" and you will be transferred to the first available Representative. To speak directly to the first available Inside Sale Representative hit "2" after calling one of the toll free numbers listed below. Please note that you can **also contact the Account Manager** as listed below:

For Printer Products Call: Katy Kaufman (Katy.Kaufman@hp.com) at 1-800-950-4784, ext. 70108
For All other Products Call: Aaron Benis (Aaron.Benis@hp.com) at 1-888-202-4682, ext. 70105

Account Managers:

For Printing Products Contract: Marc S. Potrzeboski.....800/477-6111, x 45606
Email: Marc.Potrzeboski@hp.com

For all other products: Lori Arriola - State & Local Government and education.....515-226-0155
Email: Lori.Arriola@hp.com

To obtain a quote or information via the Website, go to URL: www.hp.com/buy/iowa
If you need assistance when navigated through the extranet site, please contact your assigned Inside Representative above or any available Representative.

Ordering Process:

All Purchase Orders need to be made out to Hewlett Packard Company with the address listed below. The **Purchase Order should include** the **Contract Number (#11207OC)** in the body of the Purchase Order. Please also be sure to include email address, **the ship to location or drop ship locations, delivery date requirements and any other special information** and **if applicable, the HP Authorized Agent dealer number** for the HP Agent providing you with support. Orders should be either Faxed to 1-800-825-2329 or placed on the extranet site www.hp.com/buy/iowa

Ordering Address:

Hewlett Packard Company
10810 Farnam Drive
Omaha, NE 68154

Ordering Fax: 1.800.825.2329

Remittance Address:

Hewlett Packard
13207 Collections Center Drive
Chicago, Illinois 60693

For Post Sales Returns, Changes, Order Status, Invoicing Questions or changes, Shipment Dates, Delivery Priority or any other items:

Contact one of the below 800 numbers to reach your assigned Representative, Kathie Welsh and follow the prompts noting extension 7528. (Kathie.Welsh@hp.com) or IASTLGOV@hp.com, IAHIED@hp.com, IAK12@hp.com

888-202-4682 STATE AND LOCAL GOV, 800-888-3224 EDUCATION, 800-727-2472 ALL LINES OF BUSINESS

Contact for Escalation - Customer Satisfaction Issues:

Debra Lee (Debra.Lee@hp.com), Program Mgr.- 847/537-0344 or (cell) 847/922-2977

Warranty Support Center Information:

If you have purchased a CarePak (uplifted or extended warranty) or have a maintenance contract with HP call **1-800-633-3600** otherwise, call 1-800-HPinvent (800/474-6836) or contact your local service provider as listed on the extranet site

Technical Assistance:

Technical Support 1-800-474-6836

Email: http://welcome.hp.com/country/us/en/contact/email_1.html

URL: <http://welcome.hp.com/country/us/en/support.html>



Hewlett-Packard Company
8000 Foothills Boulevard
Mail Stop 5510
Roseville, California 95747-5788
www.hp.com

HP SupportOne Program
HP Services

06/02/05

For service, call:
1-888-HPCARES or,
1-888-472--2737

Ashley Super
Procurement Officer
Iowa State of
1305 Walnut Street
Des Moines, IA 50319

Dear Ashley,

Congratulations, Iowa State of has been enrolled into the **Preferred** level of the HP SupportOne Program based on the current purchase of HP products and services, and following a nomination for the program submitted by your HP Sales Representative.

The SupportOne program is being provided to you at no additional cost during your one-year enrollment period indicated below. Your participation in the program will be reviewed annually. Future enrollment in the SupportOne program is dependent on future levels of HP product and service purchases. Please contact your HP Sales Representative if you have any questions in the future about your eligibility for the SupportOne program.

SupportOne offers the IT professional a higher level of technical support and quick, convenient access to critical support solutions for their HP and Compaq hardware. This document provides a toll free number and Personal Identification Number (PIN) for your centralized help desk to use when calling HP technical support. This telephone line gives you centralized access for support on various HP and Compaq products, top of the queue priority support and senior level technical assistance. Your enrollment into this program ensures that your technical expertise is always recognized – leading to faster resolution for your IT problems.

Enrollment Period:

Effective date: **06/02/05**

End date: **06/02/06**

* Enrollment may be terminated prior to this date if program rules are not adhered to.

Products Covered:

HP SupportOne provides enhanced telephone support for all HP and Compaq WinTel based products and all HP printing products in-warranty or under Extended Support.

Please use 1-888-HPCARES (1-888-472-2737) for HP product support questions.



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www.hp.com

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For service, call:
1-888-HPCARES or,
1-888-472--2737

Support Access Times:

Access to SupportOne technicians is available Monday thru Friday 8:00 am until 5:00 pm local time. After hour calls will be handled by the standard support teams where available.

Servers	Call Anytime
Desktop PC	Call Anytime
Portable Computing	Call Anytime
LaserJets, DeskJets	8:00am – 8:00pm Eastern, Monday-Friday
DAT/Optical storage	Call Anytime
Networking products	9:00am – 8:00pm Eastern, Monday- Friday

Your Responsibility:

Access to HP SupportOne is restricted to customers with a centralized helpdesk. Please ensure that your designated technical personnel are the only authorized callers on this line. It is expected that prior troubleshooting has already been completed by a technical agent prior to calling in for support.

Phone Support:

A Personal Identification Number (PIN) should be used by your centralized helpdesk when calling in for SupportOne phone support at 1-888-HPCARES (1-888-472-2737). Once you call the toll free number you will be instructed to enter in your five-digit PIN number. From there please listen to the phone options and select the appropriate product category. Please communicate the PINs listed below to the appropriate people in your organization.

<u>PIN Name</u>	<u>PIN Number</u>	<u>Contact Name</u>
Iowa IWD	48970	Diana Thompson
IDR	48971	Larry Twitty
ICIS Hardware	48972	Cristal Ewald
ITE Desktop Support	48973	Bradley Richman
Iowa DOT	48974	Travis Wesselman
Iowa DNR	48975	Rick Hindman
Iowa DHS	48976	Lori Miller

Web Support:

Enrollment in the SupportOne program also allows access to the IT Resource Center (ITRC) website. The HP ITRC is an innovative support web site where IT professionals get the resources they need to make better, faster IT decisions for their complex IT environments. The ITRC offers expert solutions across the lifecycle of IT activities, including self-solve tools, reliable assistance, training, community forums of IT experts, and a broad multivendor knowledge base. Please visit the ITRC website at: **www.itrc.hp.com** to register. Once registered you can receive access to three main areas of support:

Please use 1-888-HPCARES (1-888-472-2737) for HP product support questions.



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www.hp.com

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For service, call:
1-888-HPCARES or,
1-888-472-2737

Maintenance and support

- Self-solve problems using a multivendor database
- Log and track support calls with HP solution centers
- Request and manage software updates
- Search for and download software patches

Forums

- Actively communicate with peers and HP experts
- Share ideas and solve problems in discussion groups

Training and education

- Attend online seminars
- Take self-paced Web-based training
- Search white papers, job aids, FAQs, and manuals

Be prepared to answer the following questions when calling HP SupportOne:

- ✓ The PIN will identify your company but we need to know your name and your phone number.
- ✓ The product model number of the product for which you require support.
- ✓ The serial number of the product for which you require support.
- ✓ A descriptive problem and symptom
- ✓ The frequency of the problem (consistent, intermittent, etc.)
- ✓ Is there a workaround, and what is it?
- ✓ Did it ever work correctly? If so, what changed?
- ✓ What troubleshooting have you done?

Additional information that may be needed during the call would include:

- ✓ OS revision
- ✓ Disk Configuration
- ✓ RAM Configuration
- ✓ Cards and slot numbers
- ✓ IRQ assignment
- ✓ Driver versions

Additional Information:

For more information on HP's SupportOne program, please contact your Sales Representative for a formal presentation.

Welcome to SupportOne,

Please use 1-888-HPCARES (1-888-472-2737) for HP product support questions.



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SupportOne Administrator

For service, call:
1-888-HPCARES or,
1-888-472--2737

Please use 1-888-HPCARES (1-888-472-2737) for HP product support questions.

WESTERN STATES CONTRACTING ALLIANCE

MASTER PRICE AGREEMENT

for

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

HEWLETT PACKARD COMPANY

Number A63309

This Agreement is made and entered into by Hewlett Packard Company, 20555 SH 249, Houston, TX 77070-2698, ("Contractor") and the Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Participating States and Participating Entities.

RECITALS

WHEREAS, the State has the need to purchase and the Contractor desire to sell; and,

WHEREAS, the State has the authority to offer contracts to CPV members of the State of Minnesota and to other states.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

INTENT AND PURPOSE

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on **ALL** products proposed in their response to the RFP issued by the State of Minnesota. The Contractor may use subcontractors to provide the warranty and/or maintenance services; however the Contractor will be responsible for working with the equipment manufacturer on behalf of the Purchasing Entity and for the timeliness and quality of all services provided. No type of Lease transactions are allowed through this Agreement.

The Agreement is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations should not exceed \$50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed \$25,000 each. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum, with the prior approval of the WSCA Directors.

Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the Agreement.

1. Definitions

"Announced Promotional Price" are prices offered nationally to specific categories of customers (Consumer, Business or government) for defined time periods under predefined terms and conditions.

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Contract Administrator" means an individual appointed by the State to administer this Agreement on behalf of the State of Minnesota, the participating NASPO and WSCA members, and other authorized purchasers.

"Contractor" shall mean successful Responder who enters into a binding Master Price Agreement. The Contractor is responsible for all sales, support, warranty, and maintenance services for the products included in this Agreement. The Contractor must manufacture or take direct, non-assignable, legal responsibility for the manufacture of the equipment and warranty thereof.

"Consumables" that are required for the operation of Equipment offered or supplied are included – printer cartridges, batteries, projector bulbs, etc. Consumables such as magnetic media, paper and generally available office supplies are excluded.

"CPV Member" is any governmental unit having independent policy making and appropriating authority, that is a member of Minnesota's Cooperative Purchasing Venture (CPV) program.

"CPV Program" The Cooperative Purchasing Venture (CPV) program, as established by Minn. Stat. § 16C.03, subd. 10, authorizes the Commissioner of Administration to "enter into a cooperative purchasing agreement for the provision of goods, services, and utilities with [governmental entities] ..., as described in section 471.59, subdivision 1." Based on this authority, the commissioner of Administration, through the Materials Management Division (MMD), enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental entity. It is not legal for governmental entities that are not members of the CPV program to purchase from a State contract. Vendors are free to respond to other solicitations with the same prices they offer under a contract, but that is not considered use of the "State contract price."

"Cumulative Volume Discount" means a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers for the duration of their Master Price Agreement.

"Documentation" refers to manuals, handbooks, and other publications listed in the PSS, or supplied with products listed in the PSS, or supplied in connection with services. Documentation may be provided on magnetic media or may be downloaded from the Contractor's web site.

"E-Rate" is a program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices.

"Educational Discount Price" means the price offered in a nationally announced promotion, which is limited to educational customers only, as defined by the Contractor.

"Energy Star®" is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

"Equipment" means workstations, desktop, laptop (includes Tablet PC's), and handheld (PDA) devices, servers, computing hardware, including upgrade components such as memory, storage drives, and spare parts.

"FCC" means the Federal Communications Commission or successor federal agency. In the event of deregulation, this term applies to one or more state regulatory agencies or other governing bodies charged to perform the same, or similar, role.

"General Price Reduction Price" means the price offered to consumer, business or governmental purchaser at prices lower than PSS pricing. General price reduction prices will be reflected in the PSS as soon as practical.

"ISO 14001" is the conformance standard within the family of ISO 14000 documents developed by the International Organization for Standardization (ISO) in Geneva, Switzerland. Similar in structure to the ISO 9000 quality management system standard, ISO 14001 outlines key requirements companies should comply with in order to operate in an environmentally responsible manner. Utilizing ISO 14001, companies can merge environmental programs into one coherent system to efficiently manage all environmental activities. In short, ISO 14001 provides organizations with a way to demonstrate to their customers that their environmental processes and impact are effectively managed, continually improving, and part of the corporate management system. For more information, please refer to www.iso.org.

"Lead State" means the State conducting this cooperative solicitation and centrally administering any resulting Master Price Agreement(s). For this solicitation, the Lead State is Minnesota.

"Mandatory" The terms "must" and "shall" identify a mandatory item or factor.

"Manufacturer" means the company that designs, assembles, and markets computer equipment including workstations, desktop computers, laptop (includes Tablet PC's) computers, handheld (PDA) devices, servers, printers, and storage solutions/auxiliary storage devices. The manufacturer's name(s) shall appear on the computer equipment. The Contractor shall provide warranty service and maintenance for equipment covered by this Agreement as well as a Takeback Program.

"Master Price Agreement" means the contract that MMD will approve that contains the foundation terms and conditions for the acquisition of Contractor's products and/or services by Purchasing Entities. The "master price agreement" is a permissive price agreement. In order for a Purchasing Entity to participate in a Master Price Agreement, the appropriate state procurement official or other designated procurement official must be a Participating State or Participating Entity.

"Materials Management Division" or "MMD" means the procurement official for the State of Minnesota or a designated representative.

"NASPO" means the National Association of State Procurement Officials

"Participating Addendum" means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the master price agreement. Additional terms and conditions may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of this Agreement or any other Participating Addendum. ***Unless otherwise specified, the Participating Addendum shall renew consecutively with the Master Price Agreement.*** One physically or digitally signed copy of each Participating Addendum shall be filed by the Contractor with the Contract Administrator within five (5) days after execution.

"Participating State" or "Participating Entity" means a member of NASPO (Participating State) or a political subdivision of a NASPO member (Participating Entity) who has indicated its intent to participate by signing an Intent to Participate, or who subsequently signs a Participating Addendum where required, or another state or political subdivision of another state authorized by the WSCA Directors to be a party to the resulting Master Price Agreement through the execution of a participating addendum.

"PDA" means a Personal Digital Assistant. Refers to a wide variety of handheld and palm-size PCs, and electronic organizers. PDA's usually can store phone numbers, appointments, and to-do lists. PDA's can have a small keyboard, and/or have only a special pen that is used for input and output. The PDA can also have a wireless fax modem. Files can be created on a PDA which are later entered into a larger computer. **NOTE: For this Agreement, all Tablet PC's are NOT considered PDA's.**

"Peripherals" include but are not limited to storage, printers (including multifunction network print/fax/scanner/copying devices), scanners, monitors, keyboards, cameras (digital and video used in conjunction with computing equipment), projectors, uninterruptible power supplies and accessories. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the Contract Administrator.

"Per Transaction Multiple Unit Discount" means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity or multiple entities conducting a cooperative purchase.

"Political Subdivision" means local public governmental subdivisions of a state, as defined by that state's statutes, including instrumentalities and institutions thereof. Political subdivisions include cities, counties, courts, public schools and institutions of higher education.

"Price Agreement" means an indefinite quantity contract that requires the Contractor to furnish products or services to a Purchasing Entity that issues a valid Purchase Order.

"Procurement Manager" means the person or designee authorized by MMD to manage the relationships with WSCA, NASPO, and Participating States/Participating Entities.

"Product(s)" means personal computer equipment, peripherals, LAN hardware Software, and Network Storage devices, but not unrelated services.

"Products and Services Schedule Prices" mean the maximum prices offered to Participating Entities exclusive of Announced Promotional Prices, Education Discount Prices, General Price Reductions, or Large Order Negotiated Prices. All such products and services shall be listed on the Contractor's web site accessible via a URL.

"Purchase Order" means an electronic or paper document issued by the Purchasing Entity that directs the Contractor to deliver Products or Services pursuant to a Price Agreement.

"Purchasing Entity" means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a Agreement for the purchase of goods described in this solicitation. Unless otherwise limited by statute, in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and authorized to purchase the goods and/or services described in this solicitation.

"Services" are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/help desk, and any other directly related technical support service required for the effective operation of a product offered or supplied. General consulting and all forms of application development and programming services are excluded.

"Servicing Subcontractor" or **"Reseller Agent"** or **"Subcontractor"** means a Contractor authorized and state-approved subcontractor who may provide local marketing support or other authorized services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Price Agreement. A wholly owned subsidiary or other company providing warranty or other technical support services qualifies as a Servicing Subcontractor. Local business partners may qualify as Servicing Subcontractors. Servicing Subcontractors may not directly accept Purchase Orders or payments for Products or Services from Purchasing Entities, unless otherwise provided in a Participating Agreement. Servicing Subcontractors shall be named individually or by class in the Participating Addendum. The Contractor actually holding the Master Price Agreement shall be responsible for Servicing Subcontractor's providing warranty service and maintenance for equipment on a Master Price Agreement as well as the Take back Program.

"Standard Configurations" mean deeply discounted standard configurations that are available to Purchasing Entities using the Master Price Agreement only. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

"State Procurement Official" means the director of the central purchasing authority of a state.

"Storage Solution/Auxiliary Storage" means the technology and equipment used for storage of large amounts of data or information. This includes technologies such as: Network Attached Storage (NAS); Storage Area Networks (SAN); Content Addressed Storage (CAS); and/or Clustered Network Storage (CNS).

"Takeback Program" means the Contractor's process for accepting the return of the equipment or other products at the end of life.

"Trade In" refers to the exchange of used Equipment for new Equipment at a price reduced by the value of the used Equipment.

"Travel" means expenses incurred by authorized personnel directly related to the performance of a Service. All such expenses shall be documented in a firm quotation for the Purchasing Entity prior to the issuance and acceptance of a Purchase Order. Travel expenses will be reimbursed in accordance with the purchasing entities allowances, if any, as outlined in the PA.

"Universal Resource Locator" or **"URL"** means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

"WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

2. Scope of Work

The Contractor, or its approved subcontractor, shall accept purchase orders from and deliver computing system Products and services to Purchasing Entities in accordance with the terms of this Agreement. This Agreement is a "Master Price Agreement". Accordingly, the Contractor shall provide Products or Services only upon the issuance and acceptance by the Contractor of valid "Purchase Orders". Purchase Orders may be issued to purchase the license for software or to purchase products listed on the Contractor's PSS. A Purchasing Entity may purchase any quantity of Product or Service listed in the Contractor's PSS at the prices in accordance the Paragraph 13, Price Guarantees. Subcontractor participation is governed by the individual Participating State procurement official. The Contractor is required to provide warranty and maintenance services on equipment that is purchased. The Contractor shall offer a Takeback Program for all products covered by this Agreement.

3. Title Passage

The Contractor must pass unencumbered title to any and all products purchased under this Agreement upon receipt of the product by the Purchasing Entity. This obligation on the part of the Contractor to transfer all ownership rights does not apply to proprietary materials owned or licensed by the Contractor or its subsidiaries, subcontractors or licensor, or to unmodified commercial software that is available to the State on the open market. Ownership rights to such materials shall not be affected in any manner by this Agreement.

4. Permissive Price Agreement and Quantity Guarantee

This Agreement is not an exclusive agreement. Purchasing Entities may obtain computing system Products and services from other sources during the agreement term. The State of Minnesota, NASPO and WSCA make no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Products or Services will be procured.

5. Order of Precedence

Each Purchase Order that is accepted by the Contractor shall become a part of the Agreement as to the Products and Services listed on the Purchase Order only; no additional terms or conditions conflicting with this Agreement or the Participating Addendum will be added to this Agreement as the result of acceptance of a Purchase Order. The Contractor agrees to accept all valid Purchase Orders. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Participating Addendum(s);
- B. Terms and conditions of this Agreement;
- C. Exhibits and amendments to this Agreement;
- D. The list of products and services contained in the purchase order;
- E. The request for proposals document P-1331 and Addenda thereto; and
- F. Contractor's proposal including any written clarifications and/or best and final offer.

6. Payment Provisions

All payments under this Agreement are subject to the following provisions:

A. Acceptance

A Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a product or service. In the event that the Contractor has not been notified within 30 days from delivery of product or completion of service, the product and/or service will be deemed accepted on the 31st day after delivery of product or completion of service.

B. Payment of Invoice

- 1. Payments shall be submitted to the Contractor at the address shown on the invoice, as long as the Contractor has exercised due diligence in notifying the State of Minnesota and/or the Purchasing Entity of any changes to that address. Payments shall be made in accordance with the applicable laws of the Purchasing Entity.

2. For Minnesota, per Minn. Stat. § 16A.124, payment shall be made to the Contractor within thirty (30) days following receipt of an undisputed invoice, merchandise or service whichever is later. After the thirtieth day, interest may be paid on the unpaid balance due to the Contractor at the rate of one and one-half percent per month. The Purchasing Entity shall make a good-faith effort to pay within thirty (30) days on all undisputed invoices. Payments may be made via a Purchasing Entity's "Purchasing Card".
3. In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order.

C. Payment of Taxes

Payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's federal and state tax identification numbers. If a Purchasing Entity is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Purchasing Entity to the extent of any tax liability assessed.

The State of Minnesota State agencies are subject to paying Minnesota sales and use taxes. Taxes for State agencies will be paid directly to the Department of Revenue using Direct Pay Permit #1114.

D. Invoices

Invoices shall be submitted to the Purchasing Entity at the address shown on the Purchase Order. Contractor shall provide a commercial invoice. The Contractor shall also provide a packing slip/list for each system to identify the components included within the configuration. Invoices shall match the line items on the Purchase Order.

7. Agreement Term

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota or on September 1, 2004, whichever is later, through August 31, 2007 (3 years). The Agreement may be mutually renewed for two (2) additional one-year terms unless terminated pursuant to the terms of this Agreement.

8. Termination

The following provisions are applicable in the event that the agreement is terminated.

A. Termination for Convenience

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice; provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase order for convenience after it has been issued if the product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the Contract Administrator sixty (60) days written notice. Such termination shall not relieve the Contractor of warranty or other Service obligations incurred under the terms of this Agreement. In the event of a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.

B. Termination for Cause

Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

C. A Purchasing Entity's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall retain its rights in all Products and services accepted prior to the effective termination date.

D. The Contractor's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall pay the Contractor all amounts due for Products and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

9. Non-Appropriation

The terms of this Agreement and any purchase order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, a Purchasing Entity may terminate its obligations under this Agreement, if sufficient appropriations are not made by the governing entity at a level sufficient to allow for payment of the goods or services due for multiple year agreements, or if operations of the paying entity are being discontinued. The Purchasing Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

A Purchasing Entity shall provide sixty (60) days notice, if possible, of its intent to terminate for reason cited above. Such termination shall relieve the Purchasing Entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant Purchase Order.

10. Shipment and Risk of Loss

- A. All deliveries shall be F.O.B. destination, prepaid and allowed, with all transportation and handling charges included in the price of the product and paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until delivery to the identified ship to address when responsibility and liability for loss shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.
- B. Whenever a Purchasing Entity does not accept Products and returns them to the Contractor, all related documentation furnished by the Contractor shall be returned also. Unless otherwise agreed upon by the Purchasing Entity, the Contractor is responsible for the pick-up of returned Products. The Contractor shall bear all risk of loss or damage with respect to returned Products except for loss or damage directly attributable to the negligence or wrongful intentional act or omission of the Purchasing Entity.
- C. Unless otherwise arranged between the Purchasing Entity and Contractor, all shipments of Products should be shipped within three-to-five days by a reliable and insured shipping company.

11. Warranties

- A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses or sells to the Purchasing Entity under this Agreement in accordance with the Contractor's standard warranties. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement covering Warranty. In general, the Contractor warrants that:
 - 1. The Product will conform with the specific technical information about the Contractor's products which is published in the Contractor's product manuals or data sheets.
 - 2. The Product will be suitable for the ordinary purposes for which such Product is intended,
 - 3. The Product will meet any mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications.
 - 4. The Product has been properly designed and manufactured for its intended use, and
 - 5. The Product is free of significant defects in material and workmanship.

6. Exhibit A contains additional warranties in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or to use of a Product in conjunction or combination with other products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A**:

- a) HP global limited warranty statement for NonStop products which can be found on the Contractor's website at:
<http://H71033.www7.hp.com/page/WARRANTY.html>. This warranty is for Unix Products.
- b) HP All other product Hardware Limited warranty can be found on the Contractor's website at:
<http://h20000.www2.hp.com/bizsupport/TechSupport/ProductRoot.jsp?>

- B. Contractor may modify the warranties described in Exhibit A from time to time with 30 days prior written approval of the Contract Administrator.
- C. Warranty documents for Products manufactured by a third party shall be delivered to the Purchasing Entity with the Products, as provided by the Manufacturer.

12. Patent, Copyright, Trademark and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the State of Minnesota, Participating States, Participating Entities, Purchasing Entities against any claim that any Product or Service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a Purchasing Entity based upon the Contractor's trade secret infringement relating to any Product or Service provided under this Agreement, the Contractor agrees to reimburse the Purchasing Entity for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Lead State or Participating or Purchasing Entity shall:
1. Give the Contractor prompt written notice of any claim;
 2. Allow the Contractor to control the defense or settlement of the claim; and
 3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any Products or Service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
1. Provide a Purchasing Entity the right to continue using the Products or Services;
 2. Replace or modify the Products or Services so that it becomes non-infringing; or
 3. Accept the return of the Products or Service and refund an amount equal to the depreciated value of the returned Products or Service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any Products or Services modified by the Purchasing Entity to the extent such modification is the cause of the claim.
- C. The Contractor has no obligation for any claim of infringement arising from:
1. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
 2. The Contractor's use of technical information or technology provided by the Purchasing Entity;
 3. Product modifications by the Purchasing Entity or a third party;
 4. Product use prohibited by Specifications or related application notes; or
 5. Product use with products that are not the Contractor branded.

13. Price Guarantees

The Purchasing Entities shall pay the lower of the prices contained in the PSS or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Trade-In price, Per Transaction Multiple Unit Discount Price, or Standard Configuration Price. Only the General Price Reduction price decreases will apply to all subsequent Purchase Orders accepted by Contractor after the date of the issuance of the General Price Reduction prices.

The initial Cumulative, Per Transaction Multiple Unit, and Standard Configurations Discounts shall be submitted to the Contract Administrator in a format agreeable to both parties prior to signing the Agreement. Once a cumulative volume has been reached, the increased price discount will apply to all future orders, until the next level of cumulative volume is reached.

14. Product and Service Schedule

The Contractor agrees to maintain the PSS in accordance with the following provisions:

- A. The PSS prices for Products and services will conform to the guaranteed price discount levels on file with the Contract Administrator for the following Products:
 - Band 1: File/Print Servers, Mid-Range Servers
 - Band 2: Desktops, Laptops, Tablet PCs,
 - Band 3: Printers, High speed; Medium speed; Desktop; Laptop
 - Band 4: Storage Solutions
 - Band 5: PDA's
 - LAN equipment and related software.
 - General Purpose Software
- B. The Contractor may change the price of any Product or Service at any time, based upon documented baseline price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period unless or until prior approval is obtained from the Contract Administrator. The Contractor agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirements will be grounds for further action to be taken against the Contractor.
- C. The Contractor may make model changes; add new Products, and Product upgrades or Services to the PSS in accordance with Item 15. Product Substitutions, below. The pricing for these changes shall incorporate, to the extent possible, comparable price discount levels approved by the Contract Administrator for similar Products or Services.
- D. The Contractor agrees to delete obsolete and discontinued Products from the PSS on a timely basis.
- E. The Contractor shall maintain the PSS on a Contractor supplied Internet web site.

15. Product Substitutions

A. Substitution of units/configurations

MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting Agreements. Substitution of different units and configurations will be permitted with the prior written approval of the Contract Administrator. This substitution is at the sole discretion of the Contract Administrator, subject only to review and approval of the Contract Administrator.

B. Addition of units/configurations

MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units to the PSS may be permitted, with the prior approval of the Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the Contract Administrator, subject only to review and approval of the WSCA Directors.

16. Technical Support

The Contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to Purchasing Entity personnel who wish to obtain competent technical assistance regarding the hardware and software installation or operation of Contractor-supplied Products during the product warranty period or during a support agreement.

17. Take back/Environment/Energy Efficiency Programs

The Contractor agrees to maintain for the term of this Agreement, and all renewals/extensions thereof, programs as described in their response to the RFP, including but not limited to:

- A. Take back/Recycling of CPUs, servers, monitors, flat panel displays, notebook computers, and printers. Costs are listed on the web site.
- B. Environment: Compliance with the European Unions' Directives, or other international directives; reduction/minimization/avoidance of the use of toxic and hazardous constituents; certification by independent third party eco-labeling programs (TCO, Blue Angel, and Nordic Swan); ISO 14001 certification; and the use of recyclable, nontoxic packaging.
- C. Energy Efficiency: Products meet the Energy Star or other recognized programs for energy efficiency.
- D. Product labeling of compliance with Items B & C above, as well as identification of such information on the web site.

The Contractor will notify the Contract Administrator, in writing, of any additions/changes/deletions to the above programs.

18. Product Delivery

Contractor agrees to make reasonable efforts to deliver Products to Purchasing Entities within 20 business days or less after receipt of a valid Purchase Order, or in accordance with the schedule in the Purchasing Entity's Purchase Order where the timeframe for required delivery is greater than 20 business days or as otherwise mutually agreed to by the Purchasing Entity and Contractor.

19. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, strike, riot, industry-wide constraints, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

20. Records and Audit

Per Minn. Stat. § 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the Contractor and its employees, agents, or subcontractors relevant to the Minnesota transactions must be made available and subject to examination by the contracting agency or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

Unless otherwise required by other than Minnesota Purchasing Entity governing law, such records relevant to other Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of three years from the date of acceptance of the Purchase Order.

21. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not employees of the State of Minnesota or of any participating entity. The Contractor has no authorization, express or implied to bind the Lead State, NASPO, WSCA or any Participating Entity to any agreements, settlements, liability or understanding with other third parties whatsoever, and agrees not to perform any acts as agent for the Lead State, NASPO, WSCA, or Participating Entity, except as expressly set forth herein. The Contractor and its agents and employees shall not accrue leave, retirement,

insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Lead State or Participating Entity as a result of this Agreement.

22. Use of Servicing Subcontractors

The Contractor may subcontract services and purchase order fulfillment and/or support in accordance with the following paragraphs. However, the Contractor shall remain solely responsible for the performance of this Agreement.

- A. Reseller/Agent, Service Provider or Servicing Subcontractors shall be identified individually or by class in the applicable Participating Addendum, or as noted in the Participating Addendum on the Purchasing Entities extranet site. The ordering and payment process for Products or Services shall be defined in the Participating Addendum.

23. Payments to Subcontractors

In the event the Contractor hires subcontractors to perform all or some of the duties of this Agreement, the Contractor understands that Minn. Stat. § 16A.1245 requires that any such subcontractor be paid within ten (10) days of the Contractor's receipt of payment from the State for undisputed services provided by the subcontractor. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under this Agreement. In the event the Contractor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor any amounts due from the Contractor for work performed under this Agreement and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor. The Contractor shall ensure that the subcontractor transfers all intellectual or industrial property rights, including but not limited to any copyright it may have in the work performed under this Agreement, consistent with the intellectual property rights and ownership sections of this Agreement. In the event the Contractor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under this Agreement, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contractor.

24. Indemnification

The Contractor shall hold the Lead State, Participating Entities and its agencies and employees harmless and shall indemnify the Lead State, Participating Entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to real property or tangible personal property arising from the negligent or willful acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for damages that are the result of negligence by the Lead State, Participating Entity, or its employees.

25. Amendments

Agreement amendments shall be negotiated by the State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Agreement amendment means one approved by the authorized signatories of the Contractor and the State as required by law.

26. Scope of Agreement

This Agreement incorporates all of the agreements of the parties concerning the subject matter of this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

27. Severability

If any provision of this Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, by a court of competent jurisdiction then both the State and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Agreement is legally valid, it shall not be affected by such declaration or finding and shall be fully performed.

28. Enforcement of Agreement/Waivers

- A. No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Agreement shall be waived except by the written consent of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the forbearing/indulging party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.
- B. Waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
- C. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.

29. Web Site Maintenance

- A. The Contractor agrees to maintain and support an Internet website linked to the State's administration website for access to the PSS, service selection assistance, problem resolution assistance, billing concerns, configuration assistance, Product descriptions, Product specifications and other aids in accordance with reasonable instructions provided by the Contract Administrator. The Contractor agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirements will be grounds for further action to be taken against the Contractor.
- B. The Contractor agrees to maintain and support Participating State and Entity Internet website for access to the specific Participating Entity PSS, as well as all other items listed in Item 29.A. listed above. The website shall have the ability to hold quotes for 45 days, as well as the ability to change the quote.
- C. The Contractor may provide electronic commerce assistance for the electronic submission of Purchase Orders, purchase order tracking and reporting.

30. Equal Opportunity Compliance

The Contractor agrees to abide by federal laws and the laws, regulations, and executive orders of the state in which its primary place of business is located pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders, the Contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

The Contractor certifies that it will remain in compliance with Minn. Stat. § 363.073 during the life of the Agreement.

31. Limitation of Liability

Unless prohibited by state law, or otherwise mutually agreed by the Contractor and Participating Entity or Participating State under a Participating Addendum, the Contractor's liability to a Purchasing Entity for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the Purchasing Entity's claim. The foregoing limitation does not apply to Paragraphs 12 and 24 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence. In no event shall the Contractor be liable for any indirect, special, punitive, or consequential damages arising out of this Agreement or the use of the Products or Services purchased by the Purchasing Entity hereunder.

32. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or order against this Agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's state. Venue for any claim, dispute or action concerning the construction and effect of the Agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against this Agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's state.

33. Change in Contractor Representatives

Contractor shall appoint a primary representative to work with the Contract Administrator to maintain, support and market this Agreement. The Contractor shall notify the Contract Administrator of changes in any Contractor key personnel, in writing, and in advance, if possible. The State reserves the right to require a change in Contractor's then-current primary representative if the assigned representative is not, in the opinion of the State, adequately serving the needs of the Lead State and the Participating Entities.

34. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Lead State and Participating Entities, its officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this Agreement, except as expressly provided in Paragraph 41. Survival, below. The Contractor agrees not to purport to bind the Lead State or any Participating Entity to any obligation, unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

35. Data Practices

- A. The Contractor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State to the Contractor and all data provided to the State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13.
- B. In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data referred to in this article by either the Contractor or the State.
- C. The Contractor agrees to indemnify, save, and hold the State, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Agreement, the Contractor shall retain responsibility under the terms of this paragraph for such work.
- D. The Contractor agrees to be bound by the data practices requirements as outlined in the Participating Addendum of a Participating State or Participating Entity.

36. Organizational Conflicts of Interest

- A. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
 - a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contractor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contractor has an unfair competitive advantage.

- B. The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Agreement and did not disclose the conflict to the Contract Administrator, the State may terminate the Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Agreement," "Contractor," and "Contract Administrator" modified appropriately to preserve the State's rights.

37. Replacement Parts

Unless otherwise restricted in a Participating Addendum or maintenance service agreement, replacement parts may be refurbished.

38. FCC Certification

The Contractor agrees that Equipment supplied by the Contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Agreement for cause.

39. Site Preparation

A Purchasing Entity shall prepare and maintain its site in accordance with written instructions furnished by the Contractor prior to the scheduled delivery date of any Products and Services and shall bear the costs associated with the site preparation.

40. Assignment

The Contractor shall not sell, transfer, assign, or otherwise dispose of this Agreement or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. This Agreement is a manufactured-direct solicitation and Agreement. Assignment to an entity that is not a manufacturer, as defined in this Agreement, is **NOT** within the Scope of this Agreement. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of this Agreement. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of this Agreement due to a change in ownership, merger, or acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign this Agreement to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of this Agreement. The Contractor may assign payments in accordance with specific provisions stated in a Participating Addendum.

41. Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; Limitation of Liability; Governing Law; Audits; and Publicity shall survive the expiration of this agreement. Software licenses, warranty and service agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

42. Succession

This Agreement shall be entered into and be binding upon the successors and assigns of the parties.

43. Notification

- A. If one party is required to give notice to the other under the Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery through the US Postal service shall be deemed as delivered three business days after being mailed. Delivery may be by certified United States mail, or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is

confirmed by the receiving party. All notices shall be addressed as follows:

To MMD:

Department of Administration
Materials Management Division
Bernadette Kopischke, CPPB
Acquisition Management Specialist
50 Sherburne Avenue
112 State Administration Building
St. Paul, MN 55155
Fax: 651.297.3996
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To Contractor:

Debra Lee
Public Sector Contract Manager
Hewlett Packard Company
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Houston, TX 77070
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Copy to:
Todd Reed
Public Sector Contract Manager
Hewlett Packard Company
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- B. Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 44. The carrier for mail delivery and notices shall be the agent of the sender.

44. Reporting and Fees

A. Administration Reporting and Fees

1. The Contractor agrees to provide periodic utilization reports to the Contract Administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 30
December 31	January 31
March 31	April 30

2. The periodic report shall include, but not be limited to the net (gross sales minus returns, credits, and deductions) sales for the period subtitled by Purchasing Entity name, within the Purchasing Entity's state name. A standard format of data elements shall be developed for the report. The Contractor shall submit a check payable to Western States Contracting Alliance for an amount equal to one-twentieth of one percent (0.0005) of the net sales for the period.

3. The Contractor agrees to include all Reseller Agent sales in the periodic utilization reports described above. In addition, the Contractor agrees to include in the utilization report a Reseller Agent utilization report of the net sales for the period subtotaled by Purchasing Entity name, within Purchasing Entity state name by Reseller Agent Name.
4. The Contractor agrees to provide with the quarterly utilization report a supplemental report of the credits associated with the units taken back in a format to be mutually agreed to.
5. The utilization reports shall be submitted to the Contract Administrator via electronic mail in a Microsoft Excel spreadsheet format, or other methods such as direct access to Internet or other databases.
6. If requested by the Contract Administrator, the Contractor agrees to provide supporting Purchase Order detail records on a mutually agreed magnetic media in a mutually agreed format. Such requests shall not exceed twelve per year.
7. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the Contractor's primary representative, suspension of this Agreement or termination of this Agreement for cause.
8. The Contract Administrator shall be allowed access to all reports from all Purchasing Entities.

B. Participating Entity Reports and Fees

1. Participating Entities may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of this Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of that State. All such agreements shall have no effect whatsoever on the WSCA fee or the prices paid by the Purchasing Entities outside the jurisdiction of the State requesting the additional fee.
2. The Contractor agrees to provide additional reports to Purchasing Entities upon agreement by both parties as to the content and delivery method of the report. Methods of delivery may include direct access to Internet or other databases.
3. Each State Purchasing Entity shall be allowed access to reports from all entities within that State.

45. Default and Remedies

- A. Any of the following shall constitute cause to declare this Agreement or any order under this Agreement in default:
 1. Consistent nonperformance of contractual requirements; or
 2. A material breach of any term or condition of this Agreement.
- B. A written notice of default, and an opportunity to cure within 30-days notification of the written notice, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire Agreement), a Participating Entity (in the case of a breach of the participating addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
 1. Exercise any remedy provided by law or equity;

2. Terminate the Agreement, a Participating Addendum, or any portion thereof, including any Purchase Orders issued against the Agreement;
3. Impose liquidated damages as mutually agreed by the parties, as specified in an Amendment to a Participating Addendum;
4. In the case of default by the Contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend Contractor from receiving future solicitations from within the Participating Entity's jurisdiction.

46. Audits

- A. The Contractor agrees to assist the Contract Administrator or designee with web site Product and pricing audits based on mutually acceptable procedures.
 1. The product audit will closely monitor the products and services listed on the website to insure they comply with the approved products and services. The addition of products or services not approved by the Contract Administrator will not be tolerated and may be considered a material breach of this Agreement.
- B. Upon request, the Contractor agrees to assist Participating Entities with invoice audits to ensure that the Contractor is complying with this Agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

47. Extensions

If specifically authorized by provision in a Participating Addendum, the Contractor may, at the sole discretion of the Contractor and in compliance with the laws of the Participating State, offer Products and services to non-profit organizations, private schools, Native American governmental entities, government employees and students within the governmental jurisdiction of the entity completing the Participating Addendum with the understanding that the State has no liability whatsoever concerning payment for products or services.

48. Sovereign Immunity

The State does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

49. Ownership

- A. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contractor in the performance of its obligations under the Agreement and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contractor upon completion, termination or cancellation of the Agreement. The Contractor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contractor's obligations under the Agreement without the prior written consent of the State.
- B. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contractor conceives or originates, either individually or jointly with others, which arise out of the performance of the Agreement and are ordered as a work product, will be the property of the State and are, by the Agreement, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contractor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contractor for the State in performance of the Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act. Nothing in this Agreement shall be construed as transferring any right, title, or interest in any of the Contractor's or their third party's confidential information, trademarks, copyrights, intellectual property or other proprietary interest.

50. **Prohibition Against Gratuities**
- A. The State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found by the State that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any employee, agent, or representative of the Contractor to any officer or employee of the State with a view toward securing this Agreement, or securing favorable treatment with respect to the award or amendment of this Agreement, or the making of any determinations with respect to the performance of this Agreement.
 - B. The Contractor certifies that no elected or appointed official or employee of the State has benefitted or will benefit financially or materially from this Agreement. This Agreement may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned individuals from the Contractor, its agent, or its employees.
51. **Antitrust**
- The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.
52. **Right to Publish**
- A. Any publicity given to the program, publications or services provided resulting from the Agreement, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors or resellers shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Agreement prior to its approval by the Contract Administrator.
 - B. The Contractor shall not make any representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Agreement without the prior written consent of the Agreement Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.
53. **Performance While Dispute is Pending**
- Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under this Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under this Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.
54. **Hazardous Substances**
- To the extent that the goods to be supplied to the Purchasing Entity by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contractor must provide the Purchasing Entity with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.
55. **Customer Satisfaction/Complaint Resolution**
- A. The Contractor's process for resolving complaints concerning products, support, and billing problems is attached as **Exhibit B**.
 - B. The Contractor will submit a format for a survey for approval by the Contract Administrator. The Contractor will survey its customers in each Participating State two (2) months prior to the annual meeting with the Contract Administrator.

56. Value Added Services

The Contractor is expected to provide such services as installation, training, and software imaging upon request of the Purchasing Entity. Additional Value Added Services offered by the Contractor are attached as **Exhibit C**, including relative costs associated with those services.

57. E-Rate Program

The Contractor's E-Rate identification number is 143007617.

E-Rate qualifying products are as follows:

HP ProLiant servers for use as DHCP servers, Domain name servers, E-mail servers, Terminal servers, and Web servers (for external users).

HP ProCurve network electronics: Routers, Switches, Hubs, and Wireless networking products.

HP Services: Installation services for eligible products, Maintenance services for eligible products, Infrastructure design and project support for E-rate eligible projects.

Other enterprise offerings: Rapid Deployment Pack for assistance in server installation, UPS when used in conjunction with eligible servers, NICs when used in conjunction with eligible servers, Factory Express configuration of eligible servers, Insight Manager 7 SP2/NIMBUS training for personnel tasked with server installation and maintenance

The Contractor shall make every effort to continue its involvement in this program and to add products as applicable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the State of Minnesota, Commissioner of Administration, below.

1. HEWLETT PACKARD COMPANY

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: Contracts Mgr

Date: July 8th 2004

By: _____

Title: _____

Date: _____

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Bernadette Kopischke

Title: Acquisition Management Specialist

Date: 7/9/07

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative

By: [Signature]

Date: 9 July 04

EXHIBIT A - ADDITIONAL WARRANTIES

HP Global Limited Warranty Statement for NonStop Products can be found on the Contractor's website at: <http://H71033.www7.hp.com/page/WARRANTY.html>. This warranty is for Unix products. CarePags, installation and implementation services, maintenance, support, extended or uplifted warranty is based on HP's standard Support terms and conditions.

All other product standard warranty can be found on the Contractor's website at: <http://h20000.www2.hp.com/bizsupport/TechSupport/ProductRoot.jsp?>

The following warranties also apply.

A. WARRANTY

- a) Product warranty period and additional information is available with Products, on quotations, or upon request.
- b) Products purchased from HP will receive the standard warranty in the country of purchase. If Customer moves such Products to another country where HP has Support presence, then Customer will receive the destination country standard warranty.
- c) Customer may receive a different warranty when the Product is purchased as part of a system. HP reserves the right to change the warranty. Such changes will affect only new orders.
- d) The warranty period begins on the date of Delivery, or the date of installation if installed by HP. If Customer schedules or delays installation by HP more than thirty (30) days after Delivery, the warranty period begins on the 31st day after Delivery.
- e) If Customer transfers a Product to another user, warranty service is available to that user for the remainder of the warranty period.
- f) HP warrants HP hardware Products against defects in materials and workmanship. HP further warrants that HP hardware Products conform to Specifications.
- g) HP warrants that Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the Device designated by HP. HP further warrants that HP owned standard Software will substantially conform to Specifications. HP does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.
- h) HP does not warrant that the operation of Products will be uninterrupted or error free.
- i) If HP receives notice of defects or non-conformance to hardware Specifications, or substantial non-conformance to HP owned standard Software Specifications during the warranty period, HP will, at its option, repair or replace the affected Products. If HP is unable, within a reasonable time, to repair, replace or correct a defect or non-conformance in a Product to a condition as warranted, Customer will be entitled to a refund of the purchase price upon prompt return of the Product to HP. Customer will pay expenses for return of such Products to HP. HP will pay expenses for shipment of repaired or replacement Products.
- j) HP warrants that HP Support will be provided in a professional and workmanlike manner.
- k) Some newly manufactured HP Products may contain and HP Support may use remanufactured parts which are equivalent to new in performance.
- l) The warranties provided herein will apply only to those Products and Support which are branded by HP with an HP trademark ("HP Branded"). HP does not warrant any third party Products or Support even if included with other HP Branded Products or Support. Furthermore, HP provides all such third party Products and Support AS IS. However, the original manufacturers of suppliers may provide their own warranties as specified in the documentation accompanying such third party Products and Support.
- m) The above warranties do not apply to defects resulting from:
 - 1) improper or inadequate maintenance by Customer;
 - 2) Customer or third party supplied software, interfacing or supplies;
 - 3) unauthorized modification;
 - 4) improper use or operation outside of the Specifications for the Product;
 - 5) abuse, negligence, accident, loss or damage in transit;
 - 6) improper site preparation; or
 - 7) unauthorized maintenance or repair.

- n) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

B. Support services and Uplift and Extended Warranty

1. DEFINITIONS AND SERVICES INCLUDED

- a) "HP System Support Upfront Services", "HP System Support Options", "HP Care Pack", or simply "HP Upfront Services" refers to HP's offerings for hardware, software, network, SAN (Storage Area Network), and Mission Critical support. HP Upfront Services are available for purchase by the PURCHASER either at the time of Product purchase, or prior to installation of such Products for which HP Upfront Services are being purchased.
- b) "HP System Support Services", "Compaq Services" or simply "HP System Support" refers to HP's offerings for hardware, software, network, SAN (Storage Area Network), and Mission Critical support. HP System Support is available on a contractual basis either for a fixed period or on an open-ended ("evergreen") basis (note that these are not part of HP's Upfront Services offering, as defined above.) HP System Support Services are also referred to as "contractual support".
- c) Certain features of HP Upfront Services and HP System Support Services are optional and may be purchased upon request by PURCHASER. Standard and optional features for HP System Support Upfront Services and HP System Support Service, covering HP and specified non-HP systems, are described in the applicable Technical Data sheet and/or Service Description and will be provided pursuant to the specifications set out therein. Such Technical Data sheets and/or Service Descriptions become an integral part of this Exhibit.
- d) "Support Services" will mean the collective service offering described in 1. a) and 1. b) above.

2. PREREQUISITES

HP, in its reasonable opinion, will make a determination regarding whether PURCHASER adequately meets the prerequisites for Support Services as outlined in this Exhibit.

- a) Uniform Coverage. Unless otherwise agreed by HP, all hardware and software products that constitute the minimum system configuration (a collection of hardware and software that is designated to operate as a functional unit), along with all other such hardware and software products that may be included or attached to such system configuration, must be covered at the same Support Services coverage level. Similarly, the duration period must be the same for all hardware and software products in a particular system for which Support Services is purchased. (i.e., must be coterminous).
- b) Connectors and Cables. All products covered under Support Services must be interconnected by cables or connectors listed in the appropriate manufacturer's documentation as compatible with the system. For products that do not meet this requirement, service is available at the applicable standard service rates for such products.
- c) Software Support. All HP systems for which execution of diagnostic tests is software-dependent must, at a minimum, be covered by Support Services that provide periodic software updates.
- d) Right to Copy Documentation. PURCHASER may copy documentation updates for use with other systems covered by the Support Service that provides software support.
- e) Software Licenses. PURCHASER can purchase Support Services only for HP software for which PURCHASER has rightfully acquired an appropriate HP software license (pursuant to licensing terms outlined above).
- f) Designated Callers and Training Requirements. All Response Center callers must be generally knowledgeable and trained in system administration, system management, and if applicable, network administration/network management in order to be an authorized caller. HP has the right to review and discuss an authorized caller's prior training and/or experience to determine initial eligibility. In addition, if issues should arise during Response Center interaction that, in HP's reasonable opinion, may be a result of such caller's lack of general experience and/or training, HP reserves the right to request replacement of such caller. Access to HP's Response Center is limited to: PURCHASER system manager(s) for the operating system and subsystem software, if applicable, the network operator for the network, and for Support Services that include SAN coverage; after normal business hours authorized caller; including storage network operator and alternate; if applicable, application software manager and alternate; and if applicable, additional HP Response Center callers, which may be subject

to an additional charge. In the absence of any of these managers, the HP Response Center is available for their designated alternates. In the event of a change to the designated caller(s), PURCHASER will inform HP of such replacement within a reasonable time. All Response Center callers must have the proper system identifier, such as the system handle or system serial number, when initiating a call to the Response Center.

- g) Remote Support. For HP to provide remote support, PURCHASER must give authorization and provide access to a remote support connection, either internet based or qualified modem, as well as access to one voice-grade telephone line and one data-quality telephone line or network with terminations, or equivalent, near the system. For storage devices using Continuous Track or Instant Support Enterprise Edition, a data quality phone line must be provided for "phone-home" diagnostic technology capability. For some service levels, PURCHASER must allow HP to install and provide HP adequate space for and access to HP-provided equipment, as well as provide connectivity as specified in the applicable Technical Data sheet and/or Service Description for the Support Service.
 - h) HP IT Resource Center. HP IT Resource Center is available via the worldwide web for certain Support Services. With a Web browser, PURCHASER can access the specified areas of the HP IT Resource Center. FTP access is required for some electronic services. Designated callers who submit HP Response Center calls via the HP IT Resource Center must meet the same training requirements set forth in 2. f) above. Use of HP support tools available via the HP IT Resource Center requires agreement to the HP Support Tool License Terms.
 - i) Country Boundaries. All systems supported by one PURCHASER system manager must be located within the same country.
 - j) Eligibility. To be eligible for certain coverage levels and Support Services offerings, PURCHASER may be required to meet a minimum monthly billing amount specified by HP.
 - k) Central Order Group (selected products ONLY). This provision only applies to PURCHASERS who have purchased certain Support Services in regards to the designation of the Central Order Group by HP. The Central Order Group is defined as the particular system within a grouping of systems in a PURCHASER's environment that has the fastest processor speed and largest number of users. The Central Order Group must have only one PURCHASER system manager. Unless otherwise agreed, HP will designate which system constitutes the Central Order Group based upon the criteria defined above. Except for certain designated mission critical environments, both the Central Order Group and add-on order groups (connected systems) must be of the same HP or non-HP product family and must collectively have the same PURCHASER system manager.
3. SERVICE LIMITATIONS
- a) Hardware, Software, SAN and Network Support. Any services involving hardware, software or network-related problems not covered by Support Services, will be subject to the applicable standard services rates for such products.
 - b) Maximum Use Limitations. For those products that have a maximum usage limit, such as a specified page limit, as set forth in the applicable Operating Manual, Technical Data Sheet, or Service Description, any such Products operated in excess of their maximum usage rate are not eligible for Support Services, but can be serviced at the applicable standard service rates for such products.
 - c) Interfaces and Accessories. HP may cover cables, connectors, accessories and interfaces under the same hardware service level purchased for the products with which they are used.
 - d) Supported Software Versions. Unless otherwise agreed by HP, HP provides HP Support Services only for the current and immediately preceding versions of HP software, and only when the software is used with hardware that is included in HP-specified configurations. A version is defined as a release of a software product that contains new features, enhancements, and maintenance updates. If support coverage lapses, additional fees may be required to resume support coverage. HP will support specified versions of selected non-HP software, but will not support the software any longer than the vendor supports it. For non-HP software, HP provides Support Services only for software versions that are documented as supported on specified configurations. HP will be under no obligation to provide Support Services should it be required due to alterations or modifications to code.
 - e) Non-HP Software. For non-HP Software, Support Services are limited, unless otherwise specified by HP, to telephone assistance, and if available to HP from the third-party software vendor or other appropriate provider, patches, workarounds, and updates.
 - f) HP Software on Non-HP Systems. Support Services for certain HP software products used with designated non-HP systems is limited to the support deliverables specified in the applicable Technical

Data Sheet and/or Service Description. PURCHASERS must maintain HP-supported non-HP software at a code revision level specified by HP.

- g) Network Software Coverage without Network Support. Support for HP network software that provides multivendor node connectivity is limited to product-usage and problem-solving assistance and software update materials, unless network support is purchased.
- h) Travel Zones. PURCHASER sites located beyond one hundred (100) miles (160 kilometers), with the exception of HP's mission critical Support Services offering, in which case for those sites located beyond fifty (50) miles, of a primary HP support office may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- i) Availability. Some Support Services features and coverage levels are subject to local availability.
- j) Consumables, User Replaceable Parts, Maintenance Kits, and other Supplies. Support Services do not include the provision, return/replacement, or installation of supplies or other consumable items including but not limited to, accessories, operating supplies, magnetic media, print heads, ribbons, toner, and batteries.
- k) Out of Coverage Hours. PURCHASER requests for Support Services, or for HP installation and configuration services, that are scheduled after HP's locally defined, standard business hours may be subject to HP standard after hours service rates (unless PURCHASER has specifically purchased the applicable after hours coverage for such Support Service).

4. PURCHASER RESPONSIBILITIES

- a) Product List. PURCHASER will be responsible for the overall listing of hardware and software products under Support Services, including the accuracy of such listing, the location of the products, serial numbers, the HP-designated system handle(s), and their associated coverage levels, including any subsequent changes to such listing, as required, throughout the applicable Support Services coverage period.
- b) Access. PURCHASER must provide HP with the following:
 - 1) Access to the products covered under HP Upfront Services and HP System Support.
 - 2) Adequate working space and facilities within a reasonable distance of the products.
 - 3) Access to and use of all information, internal resources, and facilities determined necessary by HP to service the products.
 - 4) For the scheduled support level, PURCHASER must designate a single work area acceptable to HP at PURCHASER site. This area must include shelves or racks for incoming and outgoing products, adequate open bench workspace, adequate power and lighting, and access to a telephone. Before having a product serviced under the scheduled support level, PURCHASER must:
 - a) Maintain a written log of model number, serial number, and current failure symptoms and be prepared to provide this information to HP upon request.
 - b) Locate all failed units to be repaired during a scheduled visit at the designated work area before the HP PURCHASER Engineer arrives.
 - c) Call HP the workday before the day of the scheduled visit to provide information regarding the number and type of products requiring repair.
- c) Operating Procedures. PURCHASER must follow routine operating procedures as specified in the manufacturer's product operation manual(s).
- d) Diagnostic/Maintenance Software (selected products). HP will require the use of certain system and network diagnostic and maintenance programs (herein after referred to as "Proprietary Service Tools") for delivery of Support Services under certain coverage levels. These Proprietary Service Tools which remain the sole and exclusive property of HP, are provided "as is," and include, but are not limited to, remote fault management software, High Availability Observatory ("HAO"), Insight Manager, Instant Support ("IS"), and Instant Support Enterprise Edition ("ISEE"). Such tools may reside on the PURCHASER's system(s) or site(s), and PURCHASER may only use such tools for the purposes covered by HP's permission, and only during the term of the applicable Support Service coverage period. PURCHASER may not sell, transfer, assign, pledge, or in any way encumber or convey these Proprietary Service Tools. PURCHASER will also be required to:
 - 1. allow HP to keep such Proprietary Tools resident on PURCHASER's system(s) or site(s), and assist HP in running these Proprietary Service Tools,
 - 2. install, maintain, and support such Proprietary Service Tools, including any required updates and patches,

3. use the electronic data transfer capability to inform HP of events identified by the software, and
4. if required, purchase HP-specified modem and/or data sets for systems having remote diagnosis service. Upon termination of Support Services, PURCHASER will return the Proprietary Service Tools and/or allow HP to remove these Proprietary Service Tools.
- e) Revision Levels. PURCHASER must maintain all associated system hardware and firmware at the latest HP-specified configuration and code revision level.
- f) Telecommunication Charges. PURCHASER is responsible for all telecommunication charges associated with using HP IT Resource Center and with installing and maintaining ISDN links and Internet connection, or HP-approved alternatives, to the HP Response Center, including as they relate to the HAO, or other Proprietary Service Tools.
- g) Temporary Procedures. PURCHASER is responsible for implementing temporary procedures or workarounds while permanent solutions are being sought.

5. SOFTWARE LICENSE AND COPYRIGHTS

- a) Updates. Software updates or revisions furnished in connection with Support Services are subject to the license terms in effect for such Software on the date HP ships the update to the PURCHASER. Any standard commercial software product furnished under such Support Services is subject to the standard commercial Software license terms applicable to the product.
- b) HP Update Ownership. PURCHASER acknowledges that it does not own and has no right to, title to, or interest in the updates except as set forth in the applicable HP Software License Terms.
- c) Copyright and Trademark Notices. PURCHASER agrees to reproduce and conspicuously affix copyright and trademark notices from the original software or documentation on each copy of an update that PURCHASER makes or obtains from an electronic data source.

6. MULTIVENDOR NETWORK COVERAGE

- a) Affiliates. HP has developed working relationships with select vendors, known as Affiliates, who assist in the delivery of multivendor support. For purposes of HP's appointment as a Special Agent during multivendor coverage, non-Affiliate refers to other vendors of products in PURCHASER's network.
- b) Performance of Affiliates and Non-Affiliates. HP is not liable for performance or non-performance of Affiliates and non-Affiliates, their products, or their support services.
- c) Operational Network. HP must verify PURCHASER's network as fully operational before Support Services, including LAN/WAN network, and Storage Network Environmental support coverage begins. This prerequisite is deemed met if Support Services coverage commences upon completion of HP's network configuration or assessment services. Otherwise, HP performs verification at the applicable standard service rates for such products.
- d) Supported Connections. HP must agree upon all network connections and products covered under Support Services with network coverage.
- e) Service Requests. Prior to or after placing a service request with HP, PURCHASER will run HP or non-HP product or network diagnostic self-test programs, as appropriate. PURCHASER must then contact the appropriate product vendor if a specific product is found to be at fault. Upon request from HP during a service call, PURCHASER will enable the connection to HP via the network support tool if applicable.
- f) Network Information. PURCHASERS without the HP network support tool installed must identify current product version numbers and system configuration information for all products on the network. PURCHASER must notify HP when major topology changes occur on the network.
- g) Non-HP Service Contracts. To take advantage of Support Services benefits, PURCHASER must purchase service contracts from Affiliates and non-Affiliates that maintain appropriate support service levels for non-HP products.

7. MULTIVENDOR NETWORK/WARRANTY MAINTENANCE MANAGEMENT

Should PURCHASER purchase Support Services that include multivendor network coverage and/or warranty maintenance management services that require HP to act as a special agent, additional terms and conditions will apply. PURCHASER and HP will negotiate in good faith such mutually agreeable additional terms. HP will be under no obligation to act as PURCHASER's special agent until such time as these additional terms are agreed upon and executed between the parties.

8. MISCELLANEOUS

- a) **SubHPs.** Notwithstanding anything to the contrary in the terms of the contract, HP reserves the right and PURCHASER consents to HP's use of subHPs to assist in the provision of Support Services as HP deems appropriate, without notice to PURCHASER.
- b) **Replacement Parts.** Replacement parts provided under Support Services may include new parts, equivalent to new parts, parts that are functionally equivalent or superior to the replaced part, or whole unit replacements. Replaced parts become the property of HP, unless otherwise agreed, and provided that PURCHASER pays the applicable charge(s) associated for retaining such replaced part(s).
- c) **Attachments.** For certain Support Services, PURCHASER may be required to execute additional Attachments to this Exhibit.
- d) **Order of Precedence.** The order of precedence will be as follows: The contract terms and conditions, this Exhibit, the Technical Data Sheet(s), and the Service Description(s).
- e) **HP Product Warranty Upgrade for ninety (90) day on-site warranty or one (1) year "Return to HP" converted to ninety (90) Day on-site warranty.** If PURCHASER purchases HP Upfront System Support Services or HP System Support Options for a HP hardware product that carries either a ninety (90) day on-site or a one (1) year return-to-HP warranty converted to ninety (90) day on-site warranty, and the associated Upfront System Support Services or System Support Option service level purchased by PURCHASER does not provide a better service level than the base ninety (90) day warranty, the service level associated with the base warranty will apply for such ninety (90) days. Thereafter, the service level and response time will revert to those defined by the Upfront System Support Services or HP System Support Option purchased by the PURCHASER. A one (1) year return-to-HP warranty must be converted to a ninety (90) day on-site warranty to qualify. Additionally, days of coverage and on-site response times can be upgraded for an additional charge during the warranty period for most hardware products.
- f) **Warranty Status of Non-HP Products.** Irrespective of a particular non-HP product's warranty status, such Non-HP product(s) under Support Services will be serviced in accordance with this Exhibit, and any applicable Attachments.
- g) **Cancellation.** In the event any prepaid Support Services are canceled, PURCHASER will receive a pro-rata refund only for the unused prepaid services, less any applicable early termination fees, if such fees apply as set forth in an executed addendum or attachment to this Exhibit.
- h) **Financing.** If Support Services are financed as part of an HP Financing Agreement, the HP Financing Agreement terms and conditions regarding cancellation will govern.

EXHIBIT B - COMPLAINT RESOLUTION

HP will work with the WSCA states to customize the procedures to the states' specific escalation requirements. HP's formal service escalation procedure is described in detail below.

A. Order and Billing Escalation Procedures

HP's Customer Services Account Teams place a high emphasis on effectively managing our customers' open orders. We have developed internal processes and training efforts to address this important subject. Customer Services ASRs (Account Support Representatives) are trained to effectively manage the variety of open order reports available through HP's order management system. Team Leaders work with their Customer Services Account Teams to ensure all team members are knowledgeable and comfortable with the multiple sourcing options available to them.

Account Support Representatives are required to spend part of each day reviewing and working all open order reports. When the ASRs have completed their first pass through these reports, they are required to inform their supervisor that they have completed their review and then get help with any issues needing expediting. Team Leaders are required to check this process as part of their daily checklist.

Customer Services team members continuously monitor manufacturing issues with customer orders. The Customer Services Account Team works to resolve product issues as soon as possible. If the issue is not completely resolved within 24 hours of e-mail receipt, the team will notify the appropriate HP Direct manager.

Customer Services management and sales staff meet regularly to identify and resolve any order management outstanding issues. Issues are logged, resolutions proposed, and follow-up tracked. The goal of these meetings is to set the HP "team" expectations or vision, review issues keeping us from realizing that vision, and then put plans in place that get us to the level of service and confidence we and our customers demand.

Turnaround for return processing can be impacted by many factors that make it difficult to measure on average. For straightforward items that don't require a return shipment, it may take up to five days for processing. When items are returned in shipment via a call tag, the product needs to be returned within 30 days. The Account Support team is charged with ensuring that all returns processing and related issues are completed within sixty days.

Generally credits are applied directly against the open amount they represent on the order invoice. When credits are issued for invoices that have already been paid, the credit will be applied to another open invoice. If a Purchasing Entity needs to apply credits to specific open invoices, the Account Support Team will work with the Purchasing Entity and a Credit Manager to coordinate these specific designations. The Account Support Team will act as the first point of contact for credit issues.

B. Invoicing

Just as the purchase order information follows the path of the product during fulfillment, this information is also used to process the invoice. Once the order information is electronically entered by either the Purchasing Entity or its Customer Services Account Team, depending on how the purchase order is submitted, this same electronic order information is directed to the invoice, eliminating the potential for manual errors during processing. Immediately prior to invoice processing, the electronic delivery information from the purchase order is provided to the chosen carrier. Once the product is with the carrier, the invoice is processed and sent to the Purchasing Entity. At this time, HP can also send an automated e-mail notification to the Purchasing Entity informing you of the expected delivery date.

Special contract pricing is maintained on a per customer basis within the order fulfillment system. Since invoices are generated from the order management system, which uses the same information provided at the time of the order submittal and includes all of the subsequent processing information, HP fully expects that our invoices will be 100 percent accurate.

Billing for customization services, such as imaging and asset tagging services, may be billed either as part of the configuration price, or as a separate line item on the same invoice. As with other billing disputes for product and product-related services, the Customer Services Account Team is the primary point of contact.

C. Service Escalation Procedures

HP makes provision for two types of escalation. The first type, referred to as call escalation, relates to escalating specific service events for more timely resolution. The second type, referred to as issue resolution, relates to customer satisfaction issues pertaining to the contract. Both types of escalation are described in the paragraphs that follow.

1. Call Escalation

HP's call escalation procedures provide a mechanism for involving successively higher levels of management within its Customer Services organization. These procedures are automated and non-discretionary and ensure the fastest possible resolution. If a service call logged during coverage hours exceeds a predetermined limit for on-site repair time, the call escalation process is automatically activated and management is notified. The Service Delivery Manager and the Service Account Manager review the situation, and additional resources are applied as necessary until the problem is resolved to the customer's satisfaction. Each system and peripheral has its own strategy and procedure, with established parameters for escalation.

If necessary, the escalation process continues through the development of customized action plans and timelines, formal management reviews, and engagement of territory- or corporate-level resources. At the upper levels, there are daily reviews and updates until closure.

D. Issue Resolution

In the event of a customer satisfaction issue, the customer's first point of contact is normally the program manager or the account manager. This individual engages the necessary resources in the local service delivery unit, obtains the support of management in the local customer business district, and keeps the concerned sales organization apprised of the progress of the resolution. Most issues are resolved readily at the local level. If necessary, the situation is elevated to executive management at the territory or U.S. level.

EXHIBIT C - VALUE ADDED SERVICES

Contact the Contractor for more details on these services. Costs are shown on the Contractor's PSS.

A. Customer Services

1. Implementation Planning and Roll-out
2. Asset Management
3. Environmentally Safe Reclamation/Disposal of Used Parts
4. Installation, Setup, and Test
5. On-Site/Off-Site hardware and software support
6. Extended Warranties with enhanced services and response times
7. Service Level Agreement Definition

B. Education and Training

1. Packaged Courses
2. IT Course Development
3. Customer Content Course Development
4. Virtual Classroom

EXHIBIT D - SOFTWARE LICENSE TERMS

1. DEFINITIONS

- a) "License Fee" means the fee or fees designated by HP for Use of Software. Different License Fees may apply to particular Software if more than one Software License is available for that Software.
- b) "Products" means hardware, Software, documentation, accessories, supplies, parts and upgrades that are determined by HP to be available from HP upon receipt of Customer's order.
- c) "Software" means one or more programs capable of operating on a controller, processor or other hardware Product ("Device") and related documentation. Software is either a separate Product, included with another Product ("Bundled Software"), or fixed in a Device and not removable in normal operation ("Firmware").
- d) "Software License" means the Software license grant and general license terms set forth herein. Each Software License has a corresponding License Fee.
- e) "Use" means storing, loading, installing, executing, or displaying Software on a Device.

2. LICENSE GRANT

- a) In return for the License Fee, HP grants Customer a non-exclusive license to Use the object code version of the Software listed in Customer's order in conformance with:
 - 1) the terms set forth herein; and
 - 2) Use restrictions and authorizations for the Software specified by HP in its quotation, invoice or terms that accompany the Software; and
 - 3) HP's third party suppliers' terms that accompany the Software.In the event of a conflict, the third party suppliers' terms that accompany the Software will take precedence over the Use restrictions and authorizations specified by HP and the terms set forth herein, and the Use restrictions and authorizations specified by HP will take precedence over the terms set forth herein.
- b) Unless otherwise specified, in return for the applicable License Fee, HP grants Customer a license to Use one copy of the Software on one Device at any one time.
- c) Unless otherwise specified, all Software Licenses will be perpetual unless terminated or transferred in accordance with Section 3. g).
- d) If Customer is an HP authorized reseller, Customer may sublicense the Software to an end-user for its Use or (if applicable) sublicense the Software to an HP authorized reseller for subsequent distribution to an end-user for its Use. These sublicenses must incorporate the terms of this Software License in a written sublicense agreement, which will be made available to HP upon request. If Customer is not an HP authorized reseller, Customer may not sublicense the Software unless otherwise agreed to by HP in writing.

3. GENERAL LICENSE TERMS

- a) Software is owned and copyrighted by HP or by third party suppliers. Customer's Software License confers no title or ownership and is not a sale of any rights in the Software. Third party suppliers may protect their rights in the Software in the event of any infringement.
- b) Unless otherwise permitted by HP, Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software on a backup Device, provided that copies and adaptations are used in no other manner and provided further that the Use on the backup Device is discontinued when the original or replacement Device becomes operable.
- c) Customer must reproduce all copyright notices in or on the original Software on all permitted copies or adaptations. Customer may not copy the Software onto any public or distributed network.
- d) Bundled Software or Firmware provided to Customer may only be used when operating the associated Device in configurations as sold or subsequently upgraded by HP. Customer may transfer Firmware only upon transfer of the associated Device.
- e) Updates, upgrades or other enhancements are available under HP Support agreements. HP reserves the right to require additional licenses and fees for Use of the Software on upgraded Devices.
- f) Customer will not modify, disassemble or decompile the Software without HP's prior written consent. Where Customer has other rights under statute, Customer will provide HP with reasonably detailed information regarding any intended disassembly or decompilation. Customer will not decrypt the

Software unless necessary for legitimate use of the Software.

- g) Customer's Software License is transferable subject to HP's prior written authorization and payment to HP of any applicable fee(s). Upon transfer of the Software License, Customer will immediately deliver all copies of the Software to the transferee. The transferee must agree in writing to the terms of Customer's Software License. All Software License terms will be binding on involuntary transferees, notice of which is hereby given. Customer's Software License will automatically terminate upon transfer.
- h) HP may terminate Customer's or any transferee's or sublicensee's Software License upon notice for failure to comply with any applicable Software License terms. Immediately upon termination, the Software and all copies of the Software will be destroyed or returned to HP. Copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's or transferee's or sublicensee's database, will be removed and destroyed or returned to HP. With HP's written consent, one copy of the Software may be retained subsequent to termination for archival purposes.
- i) If the software is licensed for use in the performance of a U.S. government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under vendor's standard commercial license.

4. GENERAL

- a) Customer may not assign any rights or obligations hereunder without prior written consent from HP.
- b) Customer who exports, re-exports or imports HP licensed Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. HP may suspend performance if Customer is in violation of any applicable laws or regulations.
- c) Disputes arising in connection with this Agreement will be governed by the laws of the country and locality in which HP accepts the order.
- d) If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.
- e) Except as specifically provided in Section 2. a) 2), these HP Software License Terms supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. These HP Software License Terms may not be changed except by an amendment signed by an authorized representative of each party.



WSCA/NASPO Contract Administration

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

**AMENDMENT NUMBER: ONE (1)
TO CONTRACT NUMBER: A63309**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Hewlett Packard Company (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. A63309, effective September 1, 2004, through August 31, 2007, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Change the definition of "Peripherals" to read: "Peripherals" include but are not limited to storage, printers (including multifunction network print/fax/scanner devices), scanners (used in conjunction with computing equipment), monitors, keyboards, uninterruptible power supplies (UPS) and accessories. Adaptive/Assistive technology devices are included as well as configurations for education. A third party may manufacture peripherals. The Contractor shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

This Amendment is effective beginning on September 1, 2004, and shall remain in effect until August 31, 2007, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

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WSCA/NASPO Contract Administration

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. CONTRACTOR

HEWLETT PACKARD COMPANY

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: Contract Mgr

Date: 9-30-04

2. LEAD STATE

MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Bernadette Kopischke

Title: Acquisition Management Specialist

Date: 10/4/04

By: _____

Title: _____

Date: _____

3. LEAD STATE

COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: [Signature]

Date: 4 Oct 04